SPECIAL ORDINANCE NO. S- 150-84

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AN ORDINANCE approving a Contract between the City of Fort Wayne by and through its Board of Public Works and Safety and Tomco Construction Company, Inc. for Res. #6001-84, Poplar Neighborhood, Phase III.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. The annexed Contract, made a part hereof, between the City of Fort Wayne, by and through its Board of Public Works and Safety and Tomco Construction Company, Inc., is hereby ratified, and affirmed and approved in all respects. The work under said Contract requires:

> This contract is to improve Fox Avenue from Poplar to Taylor, Dewald Street, from Fox to Oakley; and Poplar Street from Fox to Oakley, by reconstructing curbs, sidewalks, drive approaches, and drainage structures; and installing street lighting. Poplar Street from Fox to Oakley shall be an add alternate;

the Contract price is for the Total Base Bid is Fifty-One Thousand Eight Hundred Ninety-Seven and No/100 Dollars (\$51,897.00); the price for Alternate Bid is Sixteen Thousand Four Hundred Nine and No/100 Dollars (\$16,409.00), contingent upon monies becoming available from Community Development and Planning.

SECTION 2. Prior Approval was received from Common Council with respect to this Contract on July 3, 1984. copies of the Contract attached hereto are on file with the City Clerk, and are available for public inspection.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Samue

Page Two

3 APPROVED AS TO FORM AND LEGALITY

Bruce O. Boxberger, City Attorney

Fox River Bond

FOW BUVER BOWN

Rea	d the first tim	ne in full and	d on motion by_	Filance.
seconded by by title and	referred to th	e Committee	duly adopted,	read the second time (and the City
Plan Commiss	ion for recomme	endation) and	Public Hearing	to be held after
Indiana, on		, the		Building, Fort Wayne, day of
		, 19	, at	o'clock .M.,E.S.
DAT	E: //-/3	-84	Sandra	f. Lennedy
				NEDY, CITY CLERK
Rea	d the third time	ne in full and	d on motion by	pted, placed on its
seconded by passage. PA		by the follow	_, and duly ado owing vote:	pted, praced on res
	AYES	NAYS	ABSTAINED	ABSENT TO-WIT:
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TOTAL VOTES				
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SCHMIDT				
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TALARICO				
DATE:_	11-27-0	FY	SANDRA E. KEN	L Leunedy NEDY, CITY CLERK
Pas	sed and adopted	d by the Comm	on Council of t	he City of Fort
	na, as (ANNEXAT			
-				
(SPECIAL)	(ZONING MAP)	ORDINANCE (	RESOLUTION) NO	1-150-84
on the	2710	day of	Modembe	1984,
	ATTEST:		(SEAL)	
Sanda	a f. Lenn	edy	Day C	1 Elos
10	ENNEDY, CITY CLE		PRESIDING OFF	ICER
. Pre	esented by me to	the Mayor o	f the City of F	ort Wayne, Indiana,
				) 1984,
	of//		^	
at the nour	or //	0.61	ock	.,E.S.T.
			SANDRA E. KEN	NEDY, CITY CLERK
App	proved and signe	ed by me this	agd day of	november,
19 84 , a	at the hour of	1100	o'clock A	M.,E.S.T.
				10
			WIN MOSES ID	MAYOR

## CONTRACT

This Agreement, made and entered into this 3/otday of October, 1984
by and betweenTOMCO CONSTRUCTION CO., INC
1835 BERKLEY AVE., FORT WAYNE, IN 46815
hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-RESOLUTION NO. 6001-84  prove To improve Fox Avenue, from Poplar to Taylor; DeWald Street, from Fox to Oakley; and Poplar Street, from Fox to Oakley, by reconstructing curbs, sidewarks, drive approaches, and drainage structures; and installing street lighting. This project shall be known as POPLAR NEIGHBORHOOD, PHASE III. Poplar Street, from Fox to Oakley shall be an add alternate.
######################################
PASIAGRAIAG DANHARANG KANGKANGKANGKANANANANAKKAKKANGKANANAKANAK
upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-

ment Resolution No. 6001-84 At the following prices:	attached hereto and by reference made a par	t of
Concrete Removal	Two dollars and ten cents per square yard	2.10
Curb Removal	One dollar and no cents per lineal foot	1.00
Concrete Sidewalk	One dollar and fifty cents per square foot	1.50
Conc. Wingwalk inc. Ramp	One dollar and sixty-five cents per square foot	1.65
6" Conc.	Fifteen dollars and seventy-five cents per square yard	15.75
8" Conc.	Seventeen dollars and fifty cents per square yard	17.50
Conc. Curb Type III	Six dollars and fifty cents per lineal foot	6.50
Asphalt Patching	Ten cents per lineal foot	0.10
Seed, Mulch, Fert.	Twenty-five cents per square yard	0.25
Casting type "c"	One hundred seventy dollars and no cents each	170.00
CB Type "I-c"	One thousand one hundred dollars and no cents each	1100.00
Tree Removal 24"	Two hundred dollars and no cents each	200.00
Tree Removal 30"	Two hundred fifty dollars and no no cents each	250.00

	cents each	300.00
Tree Removal 42"	Four hundred dollars and no cents each	400.00
Tree Removal 48"	Four hundred fifty dollars and no cents each	450.00
Tree Removal 54"	Four hundred fifty dollars and no cents each	450.00
Topsoil	One dollar and no cents per ton	1.00
Stump Removal	Fifty dollars and no cents each	50.00
B-Borrow for Fill	Three dollars and no cents per ton	3.00
Install 16' Pole	Eighty eight dollars and no cents each	00.88
Install TC 100R Luminare	Forty eight dollars and no cents each	48.00
Trench - 20" Deep	Ninety-five cents per lineal foot	0.95
Bore or Push 1½" Tubing	Four dollars and seventy cents per lineal foot	4.70
Install 2/c and/or 1/c #4 Alum. Wire	Thirty-five cents per lineal foot	0.35
Total Base Bid	Fifty-one thousand, eighty hundred, ninety-seven dollars and no cents	51,897.00
Alternate I Bid		
Concrete Removal	Two dollars and no cents per square yard	2.00
Curb Removal	One dollar and no cents per lineal foot	1.00
Conc. Wingwalk incl. Ramp	One dollar and sixty cents per square foot	1.60
Conc. Curbface Walk	One dollar and ninety cents per square foot	1.90
6" Conc.	Fifteen dollars and seventy-five cents per square yard	15.75
8" Conc.	Seventeen dollars and fifty cents per square yard	17.50
Asphalt Patching	Ten cents per lineal foot	0.10
Seed, Mulch, Fert.	Twenty-five cents per square yard	0.25
Topsoil	One dollar and no cents per ton	1.00
Casting Type "c"	One hundred seventy dollars and no cents per each	170.00
B-Borrow for Fill	Two dollars and no cents per ton	2.00
Install 12' Pole	Seventy-eight dollars and no cents each	78.00
Install TC 100R Luminare	Forty-eight dollars and no cents each	48.00
Install 1.5'x1.5'x4.0' Conc. Foundation	Two hundred forty dollars and no cents each	240.00
Trench - 20" Deep	Ninety-five cents per lineal foot	0.95

Install 1" Tube in Trench	Seventy cents per lineal foot	0.70
Install 2/c and/or 1/c #4 Aluminum Wire	Thirty-five cents per lineal foot	0.35
Total Alternate Bid	Sixteen thousand, four hundred and nine dollars and no cents	16,409.00
Total Bid	Sixty-eight thousand, three hundred and six dollars and no cents	68,306.00

The contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act, (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-34-8 (as amended) concerning discrimination in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 6001-84 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally

and in all respects completed on or before Oct. 1, 1984 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

ATTEST:

Contractor, Party of the First Part.

Contractor, Party of the First Part.

Contractor, Party of the First Part.

Its Board of Public Works and Mayor.

## PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we TOMCO CONSTRUCTION, INC.
as Principal, and the CONTINENTAL INSURANCE COMPANY
, a corporation organized under the laws of the
State of, and duly authorized to transact business in the
State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne,
Indiana, an Indiana Municipal Corporation in the sum of SIXTY-EIGHT THOUSAND, THREE HUNDRED AND SIX DOLLARS AND NO CENTS
$(\$^{68,306.00}$ ), for the payment whereof well and truly to be made,
the Principal and Surety bind themselves, their heirs, executors, administrators
successors and assigns, jointly and severally, firmly by these presents. The
condition of the above obligation is such that
WHEREAS, the Principal did on the
enter into a contract with the City of Fort Wayne to construct RESOLUTION NO. 6001-84

To improve Fox Avenue, from Poplar to Taylor; DeWald Street, from Fox to Oakley; and Poplar Street, from Fox to Oakley, by reconstructing curbs, sidewalks, drive approaches, and drainage structures; and installing street lighting. This project shall be known as Poplar Neighborhood, Phase III. Poplar Street, from Fox to Oakley shall be an add alternate.

\* P.A. 7/3/84

at a cost of \$ 68,306.00 -----, according to certain plans and specifications prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement provides:

- 1. That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of three (3) years from the date of final acceptance in writing by the Owner;
- 2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
- 3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

TOMCO CONSTRUCTION, ING.

(Contractor)

-.. 1/1

TS: PRESIDENT

ATTEST:

Yaste, Zent & Rye Agency, Inc.

(Title) Vice-President

\*If signed by an agent, power of attorney must be attached

The Continental Insurance Company

Suret

Authorized Agent

(Attorney-in-Fact)

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that
TOMCO CONSTRUCTION, INC
(Name of Contractor)
1835 BERKLEY AVE., FORT WAYNE, IN 46815
(Address)
a, hereinafter called Principal,
(Corporation, Partnership or Individual)
and THE CONTINENTAL INSURANCE COMPANY
(Name of Surety)
and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of SIXTY-EIGHT THOUSAND, THREE HUNDRED AND SIX DOLLARS AND NO CENTS
for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 3/3+. day of the construction of:
RESOLUTION NO. 6001-84

To improve Fox Avenue, from Poplar to Taylor; DeWald Street, from Fox to Oakley; and Poplar Street, from Fox to Oakley, by reconstructing curbs, sidewalks, drive approaches, and drainage structures; and installing street lighting. This project shall be known as Poplar Neighborhood, Phase III. Poplar Street, from Fox to Oakley shall be an add alternate.

\*P.A.7/3/84

at a cost of SIXTY-EIGHT THOUSAND, THREE HUNDRED AND SIX DOLLARS AND NO CENTS ---

(\$68,306.00 -----), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subconstructor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is	
parts each one of which shall be done	(number)
parts, each one of which shall be deem September , 19 84 .	ned an original, this <u>20th</u> day of
(SEAL)	
ATTEST:	TOMCO CONSTRUCTION, INC.
And into the showing	Principal
(Principal) Secretary	BY
y melpan secretary	PRESIDENT
	(Title)
	1837 BERKLEY AUE HOWAINE IN
	(Address)
Witness as to Principal	
(Address)	
	The Ontinental Indurance Company
	BY Ould Markotoke
	Attorney-in-Fact
	(Authorized Agent)
	Yaste, Zent & Rye Agency, Inc.
Yaste, Zent & Rye Agency, Inc. Witness as to Surety	P.O. Box 1367, Ft. Wayne, IN 46801 (Address)
P.O. Box 1367, Ft. Wayne, IN 46801	
(Address)	
By: Afth J Willy	
Vice-President	
NOTE: Date of Bond must not be prior to	o date of Contract

If Contractor is Partnership, all partners should execute bond.

BILL NO	S-84-11	-12						
		REPORT	T OF THE C	COMMITTEE	E ON 1	PUBLIC WO	RKS	-
WE, YOUR CO	OMMITTEE	ON_	PUBLIC W	ORKS	TO	WHOM WAS	REFERRED	AN
ORDINANCE_	approvir	ng a Co	ontract be	tween th	ne City	of Fort	Wayne by	and
through it	s Board	of Puk	olic Works	and Saf	ety an	d Tomco C	onstructi	on .
Company, I	inc. for	Res.	#6001-84,	Poplar	Neighb	orhood, F	hase III	9 9 1
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BACK TO THE	E COMMON	COUNC	IL THAT S	AID ORDI	NANCE	20	PASS.	
SAMUEL J	. TALARI	со, сн	AIRMAN	4	ame	elf.	Talan	id
CHARLES	B. REDD,	VICE	CHAIRMAN		Char	4 3.	Red.	2
JANET G.	BRADBUR	Y			tnot	y. Br	adbur	y
PAUL M.	BURNS			A.	X			
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THOMAS C	. HENRY				1 Som		Leny)	<del></del>
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CONCURRED IN SANDR

0071
TITLE OF ORDINANCE Contract for Res. #6001-84, Poplar Neighborhood, Phase III
DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety & 4/1-12
SYNOPSIS OF ORDINANCE This contract for Res. #6001-84, Poplar Neighborhood,
Phase III, is to improve Fox Avenue from Poplar to Taylor, Dewald St.
from Fox to Oakley; and Poplar Street from Fox to Oakley, by re-
construction curbs, sidewalks, drive approaches, and drainage
structures; and installing street lighting. Poplar Street from Fox
to Oakley shall be an add alternate. Tomco Construction Co., Inc.
is the contractor. PRIOR APPROVAL RECEIVED 7/3/84
EFFECT OF PASSAGE Improvement of above area.
EFFECT OF NON-PASSAGE
MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$51,897.00 Total Base Bid 16,409.00 Alternate Bid
contingent upon monies becomin available from CD&P
ASSIGNED TO COMMITTEE